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AT SEATTLE
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WESTERN DISTRICT OF WASHINGTON
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MICROSOFT CORPORATION,

Plaintiff,

v.

MOTOROLA, INC., MOTOROLA
MOBILITY, INC., and GENERAL
INSTRUMENT CORPORATION,

Defendants.

CASE NO. C10-1823JLR

VERDICT FORM



10-CV-01823-VRDCT

1 We, the jury, unanimously find as follows:

2 1. Do you find that Microsoft has proved by a preponderance of the evidence
3 that Motorola breached its contractual commitment to the IEEE?

4 YES 8 NO 0

5 2. Do you find that Microsoft has proved by a preponderance of the evidence
6 that Motorola breached its contractual commitment to the ITU?

7 YES 8 NO 0

8 If you answered "YES" to either question number 1 or number 2, proceed to
9 question number 3. In answering the remaining questions, remember that there are two
10 contracts at issue in this case and if you find that only one of the contracts has been
11 breached, you must determine the amount of damages caused by that breach and award
12 only that amount. If you answered "NO" to both question numbers 1 and 2, do not
13 answer any remaining questions in this Verdict Form and sign this Verdict Form and
14 notify the Deputy Clerk.

15 3. What are the damages, if any, attributable to the distribution center
16 relocation costs incurred by Microsoft as a foreseeable result of MMI and General
17 Instrument Corporation having breached its contractual commitment to the ITU?

18 **Distribution Center Relocation Costs: \$ 11,492,686**

19 4. Attorneys fees and litigation costs may only be awarded as damages if you
20 find that Motorola's lawsuits seeking injunctive relief, apart from Motorola's general
21 course of conduct, violated Motorola's duty of good faith and fair dealing.
22

1 a. Do you find that Motorola's conduct in seeking injunctive relief, apart from
2 Motorola's general course of conduct, violated Motorola's duty of good faith and fair
3 dealing with respect to Motorola's contractual commitment to the IEEE?

4 YES 8 NO 0

5 b. Do you find that Motorola's conduct in seeking injunctive relief, apart from
6 Motorola's general course of conduct, violated Motorola's duty of good faith and fair
7 dealing with respect to Motorola's contractual commitment to the ITU?

8 YES 8 NO 0

9 c. What are the damages, if any, attributable to attorneys fees and litigation
10 costs incurred by Microsoft as a foreseeable result of Motorola having breached its
11 contractual commitment(s)?

12 **Attorneys Fees and Litigation Costs:** \$ 3,031,720

13 5. If you find that Motorola breached its contractual commitment(s), but have
14 not awarded damages in question numbers 3 or 4, enter a nominal damages amount that is
15 greater than \$0.00 but does not exceed \$1.00.

16 **Nominal Damages:** \$ -

17 Dated this 4 day of September, 2013.

18
19 Mary Claire King
20 Presiding Juror
21
22